

25
NOTICE
7

NOTICE OF DEDICATORY INSTRUMENTS
FOR
SHERWOOD TRAILS VILLAGE COMMUNITY ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Sherwood Trails Village Community Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby certifies as follows:

1. Subdivision: The Subdivision to which the Notice applies is described as follows:

(4)
162

Sherwood Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 230, Page 89, of the Map Records of Harris County, Texas;

Sherwood Trails, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 284, Page 121, of the Map Records of Harris County, Texas;

106

Sherwood Trails, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 345, Page 93, of the Map Records of Harris County, Texas; and

107

Sherwood Trails, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 356, Page 112, of the Map Records of Harris County, Texas.

107

2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Property, and the recording information for such document(s) are as follows:

a. Documents:

- i. Declaration of Covenants, Conditions and Restrictions;
- ii. Restrictive Covenants, Sections One (1) and Two (2);
- iii. Sherwood Trails Section Two (2) Protective Covenants;
- iv. Sherwood Trails, Section Three (3) Protective Covenants; and
- v. Sherwood Trails, Section Four (4) Protective Covenants.

b. Recording Information:

- i. Harris County Clerk's File No. D757824;
- ii. Harris County Clerk's File No. E701622;
- iii. Harris County Clerk's File No. E701622;
- iv. Harris County Clerk's File No. M706824; and
- v. Harris County Clerk's File No. N928681, respectively.

FILED
2012 APR -5 PM 3:50
Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

3. Dedicatory Instruments. In addition to the Restrictive Covenants identified in paragraphs 2, above, the following documents are Dedicatory Instruments governing the Association:
 - a. Articles of Incorporation of Northpark Village Community Association;
 - b. Articles of Amendment to the Articles of Incorporation of Northpark Village Community Association;
 - c. Bylaws of Sherwood Trails Village Community Association (formerly Northpark Village Community Association); and
 - d. Billing and Collection Policy for Sherwood Trails Village Community Association.

This Notice is being recorded in the Official Public Records of Real Property Records of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the Dedicatory Instruments attached to this Notice are either the originals or true and correct copies of the originals.

Executed on this 4th day of April, 2012.

SHERWOOD TRAILS VILLAGE COMMUNITY ASSOCIATION

102

By: *Rick S. Butler*
 Rick S. Butler, authorized representative

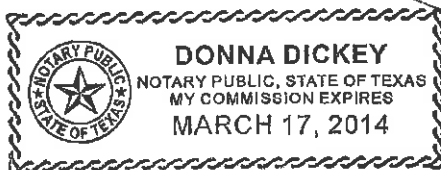
THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Sherwood Trails Village Community Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 4th day of April, 2012, to certify which witness my hand and official seal.

Donna Dickey
 Notary Public in and for the State of Texas

Return to:
 Rick S. Butler
 BUTLER | HAILEY
 8901 Gaylord Drive, Suite 100
 Houston, Texas 77024
 213684



ARTICLES OF INCORPORATION
OF
NORTHPARK VILLAGE COMMUNITY ASSOCIATION

In compliance with the requirements of the Texas Nonprofit Corporation Act, the undersigned, all of whom are citizens of the State of Texas, and all of whom are at least twenty-one (21) years of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Northpark Village Community Association, hereinafter called the "Association".

ARTICLE II

The initial registered office of the Association is located at 800 Bell Avenue, Houston, Texas.

ARTICLE III

B. P. Pierce, whose address is 800 Bell Avenue, Houston, Texas, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The corporation is a nonprofit corporation and does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for community, civic and social welfare and to promote and/or to provide municipal services and educational and recreational services and facilities within that certain 809.4296-acre tract or parcel of land within the H.T.&B.R.R. Co. Survey No. 3, Abstract 1719 in Harris County, Texas, and Abstract No. 283 in Montgomery County, Texas, the H.T.&B.R.R. Co. No. 5 Survey, Abstract 422 in Harris County, Texas, and Abstract No. 282 in

Montgomery County, Texas, the Thomas S. Foster Survey, Abstract No. 1720 in Harris County, Texas and Abstract No. 718 in Montgomery County, Texas, the Richard Williams Survey, Abstract No. 1721 in Harris County, Texas and Abstract No. 660 in Montgomery County, Texas, the H. B. Short Survey No. 535 in Harris County, Texas and the Harrison McLean Survey, Abstract No. 529 in Harris County, Texas, said 809.4296 Acres being more particularly described by metes and bounds in Exhibit "A" attached hereto, made a part hereof, and incorporated herein for all purposes, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Texas by law may or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or apartment, townhouse or patio house living unit or Commercial Land which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or apartment, townhouse, or patio house living unit or Commercial Land which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or apartment, townhouse, or patio house living unit or Commercial Land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or apartment, townhouse, or patio house living unit or tract of Commercial Land.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot or apartment, townhouse, or patio house living unit or tract of Commercial Land owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1995.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of eleven (11) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

1. J. D. BRUTON, P. O. Drawer 809, Humble, Texas
2. J. C. BYRD, P. O. Drawer 809, Humble, Texas
3. THOMAS A. HILL, 800 Bell Avenue, Houston, Texas

4. P. L. COOBY, P. O. Drawer 809, Humble, Texas
5. WILLIAM S. O'DONNELL, P. O. Box 10881, Houston, Texas
6. D. H. GREGG, 800 Bell Avenue, Houston, Texas
7. R. D. LEONHARD, P. O. Drawer 809, Humble, Texas
8. G. B. MITCHELL, P. O. Drawer 809, Humble, Texas
9. C. R. PARISSE, P. O. Drawer 809, Humble, Texas
10. H. H. SCOTT, P. O. Drawer 809, Humble, Texas
11. ROBERT SMITH, P. O. Drawer 809, Humble, Texas

At the first annual meeting, the members shall elect four directors for a term of one year, four directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter, the members shall elect four directors for a term of three years EXCEPT that at each third annual meeting after the first annual meeting, the members shall elect three directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall not be transferred to or received by any individual, but shall, pursuant to a lawful plan of distribution, be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

STATE OF TEXAS
COUNTY OF HARRIS

I, Michael C. Drew, a Notary Public,
do hereby certify that on this 3rd day of December,
1973, personally appeared before me, R. D. BRUTON and D. E. GREGG
who each being by me first duly sworn, severally declared that
they are the persons who signed the foregoing documents as
President and Secretary, respectively, of Northpark Village
Community Association, and that the statements therein contained
are true.

Michael C. Drew
Notary Public in and for
Harris County, Texas

BRUTON
GREGG
DREW
BY COMMISSION EXPIRES 6-1-75

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XII

INCORPORATORS

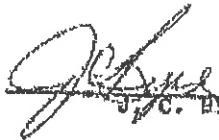
The names and addresses of the three (3) incorporators are:

J. C. BYRD, P. O., Drawer 809, Humble, Texas

D. H. GREGG, 800 Bell Avenue, Houston, Texas

J. D. BRUTON, P. O. Drawer 808, Humble, Texas.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 30th day of November, 1972.



J. C. BYRD



D. H. GREGG



J. D. BRUTON

OK
FORM
OK
IRVING

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
NORTH PARK VILLAGE COMMUNITY ASSOCIATION

Filed in the Office of the
Secretary of State for the State of Texas
This is a true and correct copy of the
original as filed in the
Legal Counsel

J. D. DRUTON and H. H. GREGG certify:

(1) THAT they are the President and the Secretary, respectively, of Northpark Village Community Association, a Texas non-profit corporation;

(2) THAT at a meeting of the Board of Directors of said corporation, duly held at Humble, Texas, on November 29, 1973, the following resolution was adopted:

"Resolved: That Article I of the Articles of Incorporation of this Corporation be amended to read as follows:

"Article I. The name of the corporation is Sherwood Trails Village Community Association, hereinafter called the 'Association'."

(3) THAT all shares having voting rights have voted and consented in writing to the adoption of said amendment and the form of written vote and consent is as follows:

"The undersigned members constituting all members having voting rights, vote for and consent to the amendment of Article I of the Articles of Incorporation, as follows:

"Article I. The name of the Corporation is Sherwood Trails Village Community Association, hereinafter called the 'Association'."

J. D. Druton
J. D. DRUTON, President

H. H. Gregg
H. H. GREGG, Secretary

STATE OF TEXAS |
 |
COUNTY OF HARRIS |

I, Patricia A. Souter, a Notary Public, do hereby certify that on this 23rd day of November, 1972, personally appeared before me, J. C. BYRD, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

Patricia A. Souter
Notary Public in and for
Harris County, Texas
PATRICIA A. SOUTER

STATE OF TEXAS |
 |
COUNTY OF HARRIS |

I, Patricia A. Souter, a Notary Public, do hereby certify that on this 20th day of November, 1972, personally appeared before me, D. H. GREGG, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

Patricia A. Souter
Notary Public in and for
Harris County, Texas
PATRICIA A. SOUTER

STATE OF TEXAS |
 |
COUNTY OF HARRIS |

I, Patricia A. Souter, a Notary Public, do hereby certify that on this 20th day of November, 1972, personally appeared before me, J. D. BRUTON, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

Patricia A. Souter
Notary Public in and for
Harris County, Texas
PATRICIA A. SOUTER

BY-LAWS
OF
NORTHPARK VILLAGE COMMUNITY ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Northpark Village Community Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 800 Bell Avenue, Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Northpark Village Community Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Commercial Land, public school land, church land, and the Common Area.

Section 5. "Commercial Land" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and restricted to commercial use or any plot or land within the boundaries of the Properties which is subject to a use restriction other than residential by virtue of a deed or other legal instrument of record in the office of the County

Clerk of Harris County, Texas, with the exception of any Lot, public school land, church land and Common Area.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or tract of Commercial Land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., its successors and assigns if such successors or assigns should acquire the property from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Harris County, Texas.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ($\frac{1}{4}$) of all of the votes of the Class A members.

Section 3. Notice of Meetings. Written notice of

each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting entitled to cast, one-tenth (1/10) of the vote of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Commercial Land.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of eleven (11) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect four directors for a term of one year, four directors for a term of two years, and three directors

for a term of three years; and at each annual meeting thereafter, the members shall elect four directors for a term of three years EXCEPT that at each third annual meeting after the first annual meeting, the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining member of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the

number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for violation of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot and apartment, townhouse, patio house living unit and tract of Commercial Land at least

thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(4) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause all streets within the Properties to be swept and lighted and all of the esplanades within such streets and all the Common Area and recreational facilities to be maintained from the funds received through the annual assessment, and which assessments funds that are made available for such street sweeping and lighting and esplanade and Common Area and recreational facility maintenance shall be apportioned and expended in an equitable manner over the entire applicable street and esplanade area and all of the Common Area and recreational facilities owned by the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed; or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices

except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and promissory notes.

(b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees, as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the services as stated in Article IV, Section 2, of the Declaration or by nonuse of the streets or Common Area or abandonment of his Lot or Commercial Land.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: NORTHPARK VILLAGE COMMUNITY ASSOCIATION.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote or a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans' Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Adopt

**BILLING AND COLLECTION POLICY
FOR
SHERWOOD TRAILS VILLAGE COMMUNITY ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Debi James, Secretary of Sherwood Trails Village Community Association (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 5th day of March, 2012, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Billing and Collection Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. New laws relating to the collection of assessments by property owners' associations became effective on January 1, 2012.
2. The Board of Directors of the Association desires to adopt a Billing and Collection Policy consistent with new laws and the Declaration of Covenants, Conditions and Restrictions applicable to the various sections of Sherwood Trails Village.

POLICY:

It is the policy of the Association to collect annual assessments which are not paid in a timely manner as follows:

1. **Statements for Assessments.** The Association shall send a statement for the annual assessment to each Owner in the month preceding the month in which payment of the annual assessment becomes due (i.e., in December). The statement shall be forwarded to an Owner at the last known mailing address of the Owner according to the records of the Association. It is the responsibility of the Owner to notify the Association in writing of a change in the Owner's mailing address. The submission of a check which sets forth an address for the Owner that is different from the mailing address previously provided by the Owner to the Association does not constitute written notice of a change of the Owner's mailing address.

2. **Due Date.** Annual assessments are due on the first (1st) day of January of each year. An annual assessment which is not received by the Association by January 31st of the year in which the annual assessment becomes due shall be deemed to be delinquent and shall bear interest at the rate of six percent (6%) per annum from the original due date (January 1st) until paid. A reasonable late fee in an amount to be determined by the Board may also be charged to the Owner of the property for which the annual assessment becomes delinquent.

3. **Payments.** The Association may allow Owners to pay annual assessments which have not become delinquent over time, so long as the payment plan is approved and the Owner signs the Association's payment agreement. Payments must be made at least on a monthly basis. A fee of \$5.00 will be charged for receiving and processing each payment.

1626

4. **Application of Payments.** A payment received from an Owner shall be applied in the following order of priority:

- a. any delinquent assessment (annual assessment or special assessment);
- b. any current assessment (annual assessment or special assessment);
- c. any attorney's fees or third party collection costs incurred by the Association solely with assessments or any other charges that could provide the basis for foreclosure (i.e., charges secured by the Association's lien);
- d. any attorney's fees incurred by the Association that are not associated with assessments;
- e. any fines assessed by the Association; and
- f. any other amounts owed to the Association.

5. **Insufficient Check.** If an Owner submits a check in payment of all or some portion of the Owner's assessment account and the check is returned unpaid due to insufficient funds in the account, future payments of sums owed to the Association must be made by cashier's check or money order. The sum of \$25.00 shall be charged to an Owner for a check returned due to insufficient funds.

6. **Notices.** If an account becomes delinquent, a collection letter will be sent to the Owner of the property, the cost of which will be added to the Owner's assessment account. If an account remains delinquent on or after March 1st of the year in which the annual assessment becomes due, a Delinquency Notice shall be sent to the Owner. The Delinquency Notice shall be sent to the Owner by certified mail, return receipt requested, and shall:

- a. specify each delinquent amount and the total amount of the payment required to make the account current;
- b. advise the Owner of the availability of a payment plan in accordance with the Association's recorded Payment Plan Policy;
- c. provide a period of at least thirty (30) days to cure the delinquency before further collection action is taken; and
- d. advise the Owner that if, after the thirty (30) day period has expired, the Owner has not entered into a payment plan and account remains delinquent, the account will be referred to the Association's attorney and any fees and costs thereafter incurred by the Association will be added to the Owner's account in accordance with the Declaration of Covenants, Conditions and Restrictions.

7. **Suspension of Privileges.** If an Owner's assessment account becomes delinquent, the Association may also suspend the Owner's right to use the recreational facilities of the Association after giving written notice to the Owner in accordance with Section 209.006 of the Texas Property Code. The suspension of an Owner's right to use the recreational facilities of the Association shall be in addition to, not in lieu of, all other remedies available to the Association for non-payment of assessments.

8. **Attorney Action.** If, after a Delinquency Notice is sent to an Owner, the Owner fails to respond to request a payment plan or pay the amount required to make the account current within thirty (30) days, the account will be referred to the Association's attorney for collection. The Association's attorney will forward a thirty (30) day demand for payment to the Owner, which demand shall also advise the Owner that the failure to pay the amount due may

result in further legal action, including foreclosure of the Association's lien. Provided that, action to foreclose the Association's lien shall not be commenced unless authorized by the Board of Directors of the Association.

9. **Payment Plan.** Any payment plan entered into by and between the Association and an Owner after an account becomes delinquent shall be in accordance with the Association's recorded Payment Plan Policy.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Billing and Collection Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 8th day of March, 2012.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

SHERWOOD TRAILS VILLAGE COMMUNITY ASSOCIATION

APR - 5 2012



Star Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: Debi James
Print Name: Debi James
Secretary

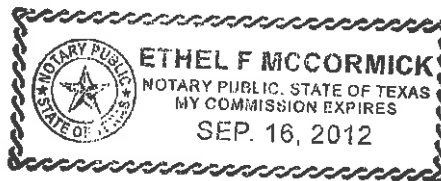
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8 day of March, 2012 personally appeared Debi James, Secretary of Sherwood Trails Village Community Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Ethel F McCormick
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024



211291

001-1-1628